

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

PAN-AMERICAN TELEPHONE CO. INC.,)
AND)
JOSEPH RAYMOND MOLINA YOUNG)
VS)
THE MUNICIPALITY OF SAN JUAN, AND)
JORGE SANTINI, IN HIS OFFICIAL)
CAPACITY AS MAYOR and)
PHONEWORKS, INC., and)
Does A-Z)

Case No.:

CLASS ACTION COMPLAINT

SEEKING DAMAGES

EQUITABLE AND INJUNCTIVE

RELIEF

Demand for jury trial

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiffs' sue defendants in chancery of this court. In support the plaintiffs state[s] and pray[s] as follows:

GENERAL ALEGATIONS

1. Plaintiff Pan-American Telephone, Inc [hereinafter, Pan-American] is a corporation organized under the laws of Puerto Rico, and is in the business of installing, operating, and maintaining public telephones.
2. Plaintiff Pan-American participated in the bid "Subasta no. 2003/110" and was the most responsive bidder.

- 1 3. Telefonos Publicos de Puerto Rico (TPRR) was a company controlled by Carlos Romero
2 Barceló and his son Andres Romero, which merged into defendant Phoneworks, Inc.
3 [Phoneworks] as a company controlled by Carlos Romero Barceló, Andres Romero and
4 Ronald E. Massie, a convicted drug trafficker felon (Case 94-cr-81254-HWG-1 U.S.
5 District Court Eastern District of Michigan (Detroit). Mr. Massie also pled guilty to fraud
6 in case 00-cr-00440-TCP-1 U.S. District Court for the Eastern District of Michigan
7 (Detroit) and at the time of this filing, is awaiting sentencing. TPRR and Phoneworks
8 maintain a monopoly over approximately 68 municipalities in Puerto Rico. On
9 information and belief, all facts related to the defendants' schemes of overcharging
10 consumers is relevant to all 68 municipalities and public telephone services which
11 Phoneworks operates in Puerto Rico.
- 12 4. Under the present statutory scheme, a convicted felon [Ronald E. Massie] is unable to
13 operate and participate in federal communication and is barred by federal and state law to
14 have a participation in federal and state communications. TPRR, Phoneworks and or their
15 agents, have filed tariff statements in compliance with the State Telecommunication
16 Board attesting that services under the public phone service, the tariff charged would be
17 \$3.75 per operator assisted call [local calls], under the franchise contract with the
18 Municipality of San Juan the agreement has been to charge \$4.00 per operator assisted
19 connection. No such tariff has been filed or approved by any state regulatory agency and
20 as evidenced by Exhibit A, attached hereto. The defendants are indeed charging the
21 consumer extraordinary sums in excess of the stipulated franchise contract. Similarly,
22 defendants have not disclose the excessive charges to prospective consumers who may
23 use the public telephone. Defendants gained access to the public telephone franchise by
24 way of political influence and Belinda Romero's consulting contracts with the
25 Municipality as legal and administrative consultant.
- 26 5. The Municipality of San Juan awarded the franchise to the company controlled by Carlos
27 Romero Barceló, his son Andres Romero, convicted felon Roland E. Massie based on
28 false promises that defendant, TPRR and Phoneworks as successor in interest, would pay

1 sums of monies, which they never intended to pay during the life of the franchise, and
2 did not have a basis in fact or business purpose, other than to support a false basis to
3 award to Carlos Romero Barceló, his son and their convicted felon business associates,
4 because of his connections with the PNP party, close political associates who had hired
5 Ms. Belinda Romero as an administrative and legal consultant to defendant Mayor Jorge
6 Santini Padilla.

- 7 6. On June 24-26 Carlos Romero Barceló, Andres Romero, and Ronald E Massie reported
8 to be associates with an address 606 E. Magrill Street, Longview, TX 75601.
9 Defendant Phoneworks Inc. is a corporation organized under the laws of the State of
10 Delaware, its principals are Andres Romero, Ronald E. Massie and Carlos Romero
11 Barceló.
- 12 7. Plaintiff Joseph Raymond Molina is a citizen of the municipality of San Juan, who has
13 used the public phones operated by defendants, and has been defrauded in violation of the
14 Clayton Act, and its sister Act the Sherman Act by *-inter alia-* being overcharged in a
15 systemic scheme to defraud the consumer over and above those authorized by the Puerto
16 Rico Telecommunications Act, and the franchise contract rate of \$4.00 per operator
17 assisted calls. In fact, "Exhibit A" demonstrates a pattern and scheme to defraud the
18 consumer by charging \$25.76 (a sum equal to \$22.01 over the authorized tariff rate, and
19 over \$21.76 over the franchise rate). Plaintiff Joseph Raymond Molina has been injured
20 in *business or property* interest and pursuant to [15 U.S.C. § 15](#) "the Clayton Act" brings
21 this action in his name and for all those persons, consumers that have been injured by
22 defendants monopolization of the public telephone system in the municipality of San
23 Juan, Puerto Rico.
- 24 8. Plaintiff Molina bring this cause of action in his name and as class representative of the
25 consumers who have been injured by the acts of the defendants and violations of the
26 Clayton Act [15 U.S.C. § 15](#) et seq.
- 27 9. Plaintiff PAN-AMERICAN TELEPHONE CO. INC., is corporation organized under the
28 laws of Puerto Rico, and has been injured in business and property by the defendants

1 conspiracy and blatant violation of the Clayton Act [15 U.S.C. § 15](#) et seq. Section 4 and
2 16 provide for "[a]ny person, firm, corporation, or association shall be entitled to sue for
3 and have injunctive relief. . . against threatened loss or damage by a violation of the
4 antitrust laws. . . when and under the same conditions and principles as injunctive relief
5 against threatened conduct that will cause loss or damage is granted by courts of equity. "
6 [15 U.S.C. § 26](#).

- 7 10. Section 4 of the Clayton Act, [15 U.S.C. § 15](#), which would provide the consumer class
8 with its damage remedy, reads: Any person who shall be injured in his business or
9 property by reason of anything forbidden in the antitrust laws may sue therefor in any
10 district court of the United States in the district in which the defendant resides or is found
11 or has an agent without respect to the amount in controversy, and shall recover threefold
12 the damages by him sustained, and the cost of suit, including a reasonable attorney's fee.
- 13 11. [Section 4](#) of the Clayton Act states that "any person who shall be injured in his business
14 or property by reason of anything forbidden in the antitrust laws may sue therefor in any
15 district court of the United States . . . [and] shall recover threefold the damages by him
16 sustained, and the cost of suit, including a reasonable attorney's fee," [15 U.S.C. § 15](#),
17 while [Section 16](#) states that "[a]ny person, firm, corporation, or association shall be
18 entitled to sue for and have injunctive relief. . . against threatened loss or damage by a
19 violation of the antitrust laws. . . when and under the same conditions and principles as
20 injunctive relief against threatened conduct that will cause loss or damage is granted by
21 courts of equity. . . ." [15 U.S.C. § 26](#). By its express terms, [Section 4](#) contemplates a
22 monetary award to plaintiffs who have already sustained actual damages, while [Section](#)
23 [16](#) permits a plaintiff to obtain an injunction prior to sustaining actual injury by
24 demonstrating that the defendant's anticipated violation of the antitrust laws threatens to
25 cause injury to the plaintiff if consummated. This feature of [Section 16](#), permitting
26 equitable relief prior to the occurrence of actual injury, was expressly noted in the
27 legislative history of [Section 16](#) as an intended benefit of the legislation.

12. Defendant Municipality of San Juan, a municipal corporation organized under the laws of Puerto Rico, provided a franchise for public telephone service in the municipality in violation of the Clayton Act [15 U.S.C. § 15](#) et seq., and the Sherman Act [15 U.S.C.S. § 1. Section 1](#) of the Sherman Act, [15 U.S.C.S. § 1](#), which makes unlawful every contract, combination or conspiracy, in restraint of trade or commerce among the several states. And [§ 2, 15 U.S.C.S. § 2](#), makes it unlawful to monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several states including Puerto Rico as a territory of the United States.

13. Defendant Jorge Santini is the Mayor responsible for the operations and administrative function of the city. Defendant is a close political associate of Carlos Romero Barceló [former Mayor of San Juan, former resident commissioner, former governor of Puerto Rico] and his associates. Belinda Romero is an administrative consultant to the Mayor and is the daughter of Carlos Romero Barceló, sister of Andre Romero. Through approval of the municipality, the defendant Mayor, in an effort to assist his longtime political allies, has violated the Clayton Act [15 U.S.C. § 15](#) et seq., the Sherman Act [15 U.S.C.S. § 1](#) by providing a franchise for public phone service in the municipality of San Juan. The approval, while apparent award, was not an award itself but a pattern and scheme to violate the Clayton Act by providing close political associates with a monopoly of the phone service in San Juan, Puerto Rico.

14. Defendant Does A-Z are fictitious parties who may have collected sums in excess of the tariff rates and contract rates.

JURISDICTION AND VENUE

15. The court has original jurisdiction based on Federal question 28 U.S.C. § 1331; The Clayton Act as codified [15 U.S.C. § 15](#), The Sherman Act [15 U.S.C.S. § 1](#).

1 16. Venue lies in this district, as the facts and occurrences took place in the District of Puerto
2 Rico; All acts events occurred in the Commonwealth of Puerto Rico.

3
4 **I Numerosity and Definition of the Class**

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6 17. Plaintiff Joseph Raymond Molina brings this class action in behalf of himself and the
7 following classes:¹

8 All parties who have used the public telephone service within the Municipality of San
9 Juan. The Class consists of 100,000 persons who may have made over 584,000 calls using
10 the operator assistant calls, the exact number being unknown and unascertainable;
11 therefore, the Class is so numerous that joinder of all members is impracticable.

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13 **II. Commonality**

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15 18. This cause of action is predicated on violations of Clayton Act, The Sherman Act. At all
16 times material hereto the plaintiff petitioners allege and reaffirm that they are members of
17 a class of persons that have been subject to violations of the Clayton Act and have been
18 injured in business and property as a result of defendants' monopolization of the public
19 telephone service in San Juan, Puerto Rico.

20
21 **III. Typicality**

22 19. The claims of the Plaintiffs are typical of the claims of the Class members they represent
23 as they seek essentially the same relief, namely damages in business and property
24 resulting form the defendants' monopolization of the public telephone service in San
25 Juan, Puerto Rico.

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¹ The class definition may be modified by the Court based on discovery or other factors that can surface throughout
the course of the litigation.

IV. Adequacy of Representation

20. Plaintiff Joseph Raymond Molina is a plaintiff representative of citizen and consumers that have been injured in business and property as a result of the violation of the Clayton Act, the Sherman Act and monopolization of the public telephone service in San Juan, Puerto Rico.

V. Plaintiffs Meet the Requirements of Rule 23(b)(1)(A)

21. This action is maintainable under Rule 23(b)(1)(A), Fed.R.Civ.P., because the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants.

VI. Plaintiffs Meet the Requirements of Rule 23(b)(3)

22. Certification is also appropriate under Rule 23(b)(3), Fed.R.Civ.P., because:

- A. Common issues predominate where the exact same issues will apply uniformly to each class member seeking injunctive relief; and
- B. A class action is superior because individual class members have no practical interest or ability to bring this action for damages.

In particular, there are numerous questions of law and/or fact that are common to the claims of the Plaintiffs and the members of the Class. Among these common questions of law and/or fact are the following:

- A. whether the class members have no adequate remedy at law;
- B. whether class members are subject to injury in business and property, i.e., whether said relationship the defendants monopolization of the public telephone service in the Municipality of San Juan Puerto Rico has caused them overcharge over the stipulated amount of \$3.37 dollars for operator assisted calls within Puerto Rico and for overcharge over the \$4.00 for operator assisted call outside of Puerto Rico.

C. whether injunctive relief is appropriate and in the public interest;

D. whether equity supports the relief requested in the instant issues.

The class action is the superior method of adjudication of this controversy as joinder is impracticable and the case is manageable and can be tried with class wide proof for all members of the Class.

Certification is also appropriate under Rule 23(b)(3), Fed.R.Civ.P., because:

C. Common issues predominate where the exact same issues will apply uniformly to each class member seeking injunctive relief; and

D. A class action is superior because individual class members have no practical interest or ability to bring this action for damages.

The class action is the superior method of adjudication of this controversy

COUNT I
CLAYTON ACT VIOLATION

23. Plaintiffs aver and reavers all preceding paragraphs and further state and pray as follows:

24. Section 4 of the Clayton Act, [15 U.S.C. § 15](#), which would provide the consumer class with its damage remedy, reads: Any person who shall be injured in his business or property by reason of anything forbidden in the antitrust laws may sue therefor in any district court of the United States in the district in which the defendant resides or is found or has an agent without respect to the amount in controversy, and shall recover threefold the damages by him sustained, and the cost of suit, including a reasonable attorney's fee.

25. Plaintiff Pan-American has suffered damages in business and property by the actions and conspiracy of defendants in monopolizing the public telephone service in San Juan Puerto Rico. Accordingly plaintiff seeks redress of the damages in accordance with the Clayton Act remedies.

1 26. Plaintiff Brian Healy as principal and owner of Pan-American has been injured in
2 business and property because of defendants' monopolization and "anti-trust" violations
3 of the public telephone service system in San Juan Puerto Rico. "any person who shall be
4 injured in his business or property by reason of anything forbidden in the antitrust laws
5 may sue therefor in any district court of the United States . . . [and] shall recover
6 threefold the damages by him sustained, and the cost of suit, including a reasonable
7 attorney's fee," [15 U.S.C. § 15](#). [Section 16](#) of the Act states that "[a]ny person, firm,
8 corporation, or association shall be entitled to sue for and have injunctive relief. . .
9 against threatened loss or damage by a violation of the antitrust laws. . . when and under
10 the same conditions and principles as injunctive relief against threatened conduct that will
11 cause loss or damage is granted by courts of equity. . . ." [15 U.S.C. § 26](#). By its express
12 terms, [Section 4](#) contemplates a monetary award to plaintiffs who have already sustained
13 actual damages, while [Section 16](#) permits a plaintiff to obtain an injunction prior to
14 sustaining actual injury by demonstrating that the defendant's anticipated violation of the
15 antitrust laws threatens to cause injury to the plaintiff if consummated

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19 27. Plaintiff Joseph Raymond Molina individually and as member of a class of consumers
20 that have suffered injury in business and property brings the cause of action in his name
21 and that of those members of the class of persons who have utilized the public telephone
22 system within the Municipality of San Juan and who been overcharged unconscionable
23 amounts of money over the stated tariff and over the stated franchise amount.
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COUNT II
VIOLATION OF 42 U.S.C. § 1983

28. Plaintiffs aver and reavers all preceding paragraphs and further state and pray as follows:

29. This action is against Jorge Santini in his capacity as Mayor and Chief Executive of the Municipality of San Juan Puerto Rico.

30. Pursuant to 42 U.S.C. §1983, every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress. Here, defendant has failed to protect plaintiff under the Clayton Act, Sherman Act and has failed to protect plaintiff and class members under the Equal Protection Clause of the Federal Constitution to wit the 14th Amendment. The overcharges in public telephone service are tantamount to taking of business and property without due process of law.

31. Plaintiff Joseph Raymond Molina brings this cause of action against Jorge Santini in his official capacity resulting from the failure of the Mayor to protect plaintiff under the laws of the United States, primarily the “anti-trust” laws under the Clayton Act and Sherman Act, as stated herein.

COUNT III
PUERTO RICO CIVIL CODE ACTION UNDER
31 L.P.R.A. § 5141 Negligence

32. Plaintiffs aver and reavers all preceding paragraphs and further state:

1 33. Under L.P.R.A. 31 § 5141 defendants are responsible persons who by an act or omission
2 against plaintiff caused damage to plaintiffs through fault or negligence, and who
3 pursuant to P.R. Code 31 L.P.R.A. are obliged to repair the damage so done.

4
5 34. Defendants have Municipality of San Juan and defendant Mayor has been negligent in
6 the administration and regulation of the franchise agreement by *inter alia* permitting
7 defendant (TPRR) Phoneworks, Inc. to overcharge the consumers and citizen of San
8 Juan, Puerto Rico. And have failed to regulate, investigate, and monitor the activities and
9 violations of federal and state consumer laws as against the citizen whom they are bound
10 to serve and provide fundamental services and protections.

11
12 35. The failure of the Municipality and Mayor to act reasonably to protect its citizens against
13 overcharging and predatory practices of defendants Phoneworks, Inc. and its principals
14 have cause direct and proximate injury to plaintiffs individually, and similarly situated
15 class claimants.

16
17 36. The court has jurisdiction to the claim under the supplemental powers of the Court under
18 28 U.S.C. § 1367. The claim is so Germaine to the federal claims that form part of the
19 same case and controversy, arising out of the same issues of operative facts forming the
20 same case and controversy upon which the court has original jurisdiction.

21
22 **COUNT IV**
23 **VIOLATION OF STATE TARIFF ACT**
24 27 L.P.R.A. § 269 Et seq.

25 37. plaintiffs aver and reavers all preceding paragraphs and further state and pray:

26 38. Under Puerto Rico telecommunications Act defendant Phoneworks, Inc. is barred by
27 charging any sums over the stated tariff of \$3.75. Phonewaoks, Inc. has indeed charged
28

excessive amounts over the state tariff in violation of the Puerto Rico telecommunications Act and must return all sums of monies charged over the stated tariff.

39. The court has jurisdiction to the claim under the supplemental powers of the Court under 28 U.S.C. § 1367. The claim is so Germaine to the federal claims that form part of the same case and controversy, arising out of the same issues of operative facts forming the same case and controversy upon which the court has original jurisdiction.

WHEREFORE, the Plaintiffs, on behalf of themselves and the Class, demand the following relief:

- A. Recover threefold the damages sustained by the individual plaintiffs, and the cost of suit, including a reasonable attorney's fee
- B. After notice and hearing, an Order certifying the Class and any appropriate Subclasses to administer the claims.
- C. An Order appointing Lorenzo Palomares P.S.C., as Counsel for the Class and awarding attorneys fees, pursuant to Federal Law and the rules governing class actions, for the benefit of the Class for said representation;
- D. Establishing a fund to provide relief for the injury to the class.
- E. Negligence damages according to proof under negligence actions.
- F. An Order requiring the Agency and its chief/director to cease and desist from further predatory monopolization practices.
- G. Any and all further relief this Board/Court deems just and proper.
- H. A trial by jury in all issues triable pursuant to Fed.R.Civ.P 38(b).

Respectfully submitted,

L. Lorenzo J. Palomares Starbuck, Esq.

Lorenzo J. Palomares, Esq.

U.S.D.C. #218017

Lorenzo Palomares, P.S.C.

Attorneys & Counselors at Law

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Palolaw@gmail.com

s/ Juan E. Milanes, Esq.

Juan E. Milanes, Esq.

U.S.D.C. # 225701

Law Offices of Juan E. Milanés, PLLC

1831 Wiehle Ave, Suite 105

Reston, VA 20190

Ph: (703) 880-4881

Fax: (703) 437-9046

milaneslaw@gmail.com

NOTICE OF REPRESENTATION

We the undersigned de hereby appoint the Law offices of Lorenzo Palomares P.S.C. and
Lorenzo J. Palomares-Starbuck, Esq. as representative in the instant complaint.

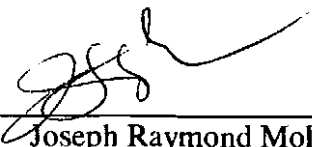
S./Joseph Raymond Molina
Joseph Raymond Molina

EXHIBITS

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Lorenzo J. Palomares-Starbuck, Esq. as representative in the instant complaint.



Joseph Raymond Molina

Llamadas

AOS

UTILIZAN
OPERADORES
ULTRAMARINOS
MISCELANEOS

RAYMOND MOLINA	
Cuenta	268-5451-895
Factura	25 FEB 2009
Página	5 de 6

Uso de Larga Distancia								
Fecha	Hora	Lugar	Desde Teléfono	Hacia Teléfono	Minutos	Plan	Tipo	Cantidad
USO DE LARGA DISTANCIA DEL								
01-22	7:47PM	SANTURCEOE	787 268-5451	787 722-9863	6		REVERTIDA	\$25.76
Uso de Larga Distancia								25.76
Total Uso de Larga Distancia								\$25.76
Cargo Por Impuesto Estatal - IVU								\$1.55
Cargo Por Impuesto Municipal - IVU								\$0.26
TOTAL LARGA DISTANCIA DE AOS								\$27.57

Los Cargos por Impuestos Estatales y Municipales, respectivamente, aplican a las llamadas de Larga Distancia y/o a cualquier cargo de servicios básicos mensuales de su plan.



ATLANTA

CINCINNATI

COLUMBUS

NEW YORK

BRUSSELS

CLEVELAND

DAYTON

WASHINGTON, D.C.

EXHIBITS 4

June 22, 2007

**VIA OVERNIGHT COURIER, FIRST CLASS, AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED**

Mr. Ronald Massie
Phoneworks Inc.
18 Ave Jose A. Tony Santana Ste 5
Puerto Rico 00979

**Re: Interference with BBG's Call Traffic – Violations of the Communications Act of
1934, as amended, and Rules and Regulations of the Federal Communications Commission**

Dear Mr. Massie:

We are special communications counsel to BBG Communications, Inc. ("BBG"). Pursuant to BBG's June 14, 2007 correspondence to you (copy attached), BBG advised you that it had determined that your company ChoiceTel Acquisition, Inc. ("ChoiceTel"), is illegally and purposefully misdirecting calls placed at ChoiceTel's payphones at the Luis Munoz Marin International Airport in San Juan, Puerto Rico ("Airport"). Specifically, customers are placing international calls using dialing instructions containing an 800 number assigned to BBG and advertised at the Airport. Rather than the call proceeding to BBG's call center, the call is instead purposefully directed to ChoiceTel's call center. This illegal practice is occurring at almost all of the payphones at the Airport.

BBG's June 14, 2007 letter advised you that it has already incurred substantial damages as a result of this illegal activity. In fact, call traffic from the payphones at the Airport has dropped 80%. BBG demanded that you take all steps to stop ChoiceTel from rerouting BBG's call traffic and interfering with BBG's contractual rights relating to its advertising at the Airport. To date, BBG believes that ChoiceTel's illegal activity has continued.

Please be advised that unless the blocking and rerouting of calls from the airport payphones to ChoiceTel's operator center 800 number cease within forty-eight (48) hours from the date of this letter, BBG will pursue immediate legal recourse either before the Federal Communications Commission or in civil litigation in an appropriate forum. ChoiceTel's actions violate the Communications Act of 1934, as amended, and pertinent rules of the Federal Communications Commission, which explicitly require payphone providers and other aggregators to ensure that a consumer may use "800" access code numbers to obtain access to the provider of operator services "*desired by the consumer*." 47 C.F.R. §64.704. Federal law specifically prohibits blocking access numbers to long distances companies from public telephones. By misrouting calls to BBG's 800 telephone number at ChoiceTel's payphones at the San Juan Airport, ChoiceTel, is, in our opinion, violating these statutory and regulatory requirements, along with other provisions.

THOMPSON HINE LLP
ATTORNEYS AT LAW

1920 N Street, N.W.
Washington, D.C. 20036-1600

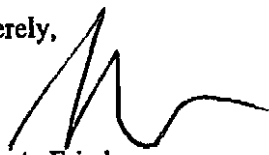
www.ThompsonHine.com
Phone 202.331.8800
-

THOMPSON
HINE

Mr. Ronald Massie
June 22, 2007
Page 2

Please contact the undersigned, either directly or through counsel, within forty-eight (48) hours to confirm that ChoiceTel has ceased the practices described therein. You have indicated to our client that you are seeking to enter into negotiations regarding a revenue sharing arrangement in order to "cure" this problem. BBG rejects your request, and if this matter is not resolved as provided will bring this to the attention of the appropriate regulatory or judicial bodies.

Sincerely,



Barry A. Friedman

cc: Mr. Fernando Bonilla, Executive Director, Luis Munoz Marin Internacional Airport
Mr. Ricardo Singer

07/29/2007 22:25 00000000000000000000

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PAGE 01



RRG COMMUNICATIONS INC
1658 GAILES BLVD
SUITE 8
SAN DIEGO CA 92154-8220

Page 16 of 16
Account Number
Billing Date Jul 4, 2007
Questions? 1 800 433-4518

Important Information

A portion of your bill is provided as a service to the company identified above. Please review all charges appearing in this section. If you have any questions or concerns, call the telephone number shown above.

Current Charges

Itemized Charges and Credits

Date Description
Bill on Behalf of ANDIAMO TELECOM, LLC
Questions? Call 1 800 433-4518
Charges for 619 710-8967

6-24	USF CARRIER ADMINISTRATIVE FEE	1.54
6-24	UNIVERSAL SERVICE FUND FEE	3.92
Charges for 619 710-8967		5.46
Bill for ANDIAMO TELECOM, LLC		5.46

Bill on Behalf of I O S
Charges for 619 710-8967

6-06	FEDERAL UNIVERSAL SERVICE FUND	7.08
6-06	USF CARRIER ADMINISTRATIVE FEE	2.86
Charges for 619 710-8967		9.94
Bill for I O S		9.94
Itemized Charges and Credits		15.40

Long Distance

Date	Time	Place Called	Number	Code	Min	
Bill on Behalf of ANDIAMO TELECOM, LLC						
Questions? Call 1 800 433-4518						
Charges for 619 710-8967						
Itemized Calls						
6-20	221P	ITALY	391121582	RBD	3.0	33.50
Bill on Behalf of I O S						
Charges for 619 710-8967						
Itemized Calls						
6-06	736P	ISLA VERDEPR	707 781-3128	ERD	5.0	30.20
6-06	747P	ISLA VERDEPR	787 781-8952	ERD	5.0	30.25
Itemized Calls						
Charges for 619 710-8967						
Bill for I O S						
Long Distance						
						94.00

Calling Codes

Collect E Evening O Oper-Dial Rates
Standard

Total ILD Telephones 109.40



8448.011.105255.08.08.000000 NNNNNYNY

11415.11415

Exclusive cardmember benefit:
Over 70 cities. 5,000 fewer
American Airlines AAdvantage miles.
Start packing.

Because you're a Citi® / AAdvantage® cardmember, you can fly to exciting destinations all over the world for 5,000 fewer American Airlines AAdvantage® miles*. Third quarter awards are valid for flights between 7/1/07 and 9/30/07 only, for travel originating in the 48 contiguous United States.

Hurry! All travel must be completed by 9/30/07.



American Airlines
AAdvantage

**Summer getaways now
available—but going fast!**

Belize • Bermuda • Chicago
China • Colorado Springs
Mexico • Montreal
New York • Switzerland

Feature destinations are updated every 3 months. For the most current list with complete details, visit www.ReducedMileageAwards.citicards.com or call 1-800-882-8880.

NRN-NNNN-NNNN-NNN
10275186005828001

PAA01940707

Citi® / AAdvantage® American Express® Card

Account Number AAdvantage is a registered trademark of American Airlines, Inc.



Customer Service:

1-866-449-2484

PO Box 44167
Jacksonville, FL
32231-4167

Revolving Credit Line	Available Revolving Credit Line	Cash Advance Limit	Available Cash Limit	New Balance
Statement/Closing Date	Amount Over Revolving Credit Line	Past Due	Purch/Adv Minimum Due	Minimum Amount Due
07/05/2007	\$0.00	\$0.00 +	\$31.92 =	\$31.92

Sale Date	Post Date	Reference Number	Activity Since Last Statement	Amount
Payments, Credits & Adjustments				
6/26	6/29	97855023	PAYMENT THANK YOU	-1,000.00
6/29		85469001	PAYMENT THANK YOU	-1,467.75
Standard Purch				
6/05	6/07	13Y8M92C	AMICI	17.00
6/06	6/07	83KP3F9C	HYATT REGENCY ARUBA	7.75
6/06	6/07	TJTB3N6C	WAYPORT NET INTERNET	9.95
6/06	6/07	CY9F0V2C	HERTZ ORANJESTAD ARUBA	128.34
6/06	6/07	R1LP3F9C	HYATT REGENCY ARUBA	200.85
6/06	6/07	V2B691MC	ILD TEL	33.79
6/06	6/07	0X077ZCC	K & C LIMOUSINE SERVICE	48.00
6/07	6/07	N4DW3E9C	SAN FRANCISCO HILTON	25.20
6/07	6/07	L8R291HC	VIVA FORTUNA BEACH	75.00
6/07	6/07	DGS288YC	WYNDHAM HOTELS MIAMI	121.11
6/07	6/07	0JYPM*4D	HERTZ RENT-A-CAR	56.56
6/08	6/08	P2KRX*4D	ZORBA'S	34.00
6/08	6/08	Q86FYXC	RESTAURANT BAR GLOBE	
6/10	6/10	SDX20*D	RELAY #2091	300.94
6/10	6/10		CANADIAN DOLLAR	36.03
6/19	6/19	LCPWV3ZC	AMERICAN0121366079943	54.50
6/20	6/20	VYT266F	AMERICAN0121254071834	10.00
6/21	6/21	B73IK09F	TOLLFREEFORWARDING.COM	98.05
6/23	6/23	VY57MXYF	TIENDA MUSEO INTERACTI MEXICO	110.18
6/25	6/25	NEOL3M5C	SUSHIYA	55.43
6/26	6/26	EB200000	PAY BY PHONE SERVICE FEE	14.95
6/28	6/28	CP92F4VC	USPS 0567760154	41.00
6/28	6/28	TSNM3XZC	LINDBERGH PARKING	42.00
6/28	6/28	N8X2XD2H	THE SETAI SOUTH BEACH	101.26
6/30	6/30	G583*1CH	COSTCO WHSE #00460 982	193.94
7/03	7/03	3915HY3J	OCEANAIRE SAN DIEGO OG	103.30
7/05	7/05		FOREIGN TRANSACTION FEE*FINANCE CHARGE	12.92

CITI AADVANTAGE AMEX

Category Bonus Miles

Purchase Activity Bonus

Total Category Bonus Miles Earned

387

387

***** CITI AADVANTAGE MILES UPDATE *****

Miles Accumulated This Billing Period: 2,320

Earned Miles: 1,933

Category Bonus Miles: 387

Miles Reported To American Airlines: 2,320

Your Citibank credit card provides the convenience of transacting in foreign currencies worldwide wherever American Express is accepted without having to exchange and carry more foreign currency than you need for your transaction. Each purchase you make in a foreign currency is subject to a one-time

07/29/2007 12:25 00000000000000000000

PAGE 02

CASH CONVENIENCE CHECK

1029

RICARDO C SINGER

CA 91915-1622

VALID UNTIL 07/01/2008

65-1267/212

PAY TO THE
ORDER OF

\$

DOLLARS

This document contains protection against alterations: absence of a watermark will indicate a copy.

CitiBank FSB
11 Sylvan Ave
Englewood Cliffs, NJ 07632-1314
0308160/2953301309041

MEMO

NNNN-NYNN-NYNN-NYNN
104791840068-30001

1029 26726710

Citi® AAdvantage® World MasterCard®



Account Number: AAdvantage is a registered trademark of American Airlines, Inc.

Customer Service:

888-766-CITI (2404)

BOX 6000
THE LAKES, NV
89163-6000Revolving
Credit LineAvailable Revolving
Credit Line

Cash Advance Limit

Available Cash Limit

New Balance

Statement/
Closing DateAmount Over
Revolving Credit Line

Past Due

Purch/Adv
Minimum DueMinimum
Amount Due

07/03/2007

\$0.00

\$0.00 +

\$130.00

\$130.00

Sett Date	Post Date	Reference Number	Activity Since Last Statement	Amount
			Payments, Credits & Adjustments	
6/13	6/26	97875111	PAYMENT THANK YOU	105.76
	6/13	6CQ8Q1V1	GRAND PRIX DU CANADA (MONTREAL CAN	
			2,392.95- CANADIAN DOLLAR =	2,392.95
			FOREIGN TRANS FEE*FINANCE CHARGE*ADJUST	67.18
			Standard Purch	
6/04	6/06	56GT6SRD	FAST PHONE SERVICES RE PARADERA ABW	14.00
6/04	6/06	K5GT6SRD	FAST PHONE SERVICES RE PARADERA ABW	50.00
6/05	6/06	Y2L73M22	WIFIARUBA AN ARUBA ABW	10.00
6/06	6/06	*4M73M22	WIFIARUBA AN ARUBA ABW	10.00
6/06	6/06	1JZVJ4L4	ILD TEL TEL 6199345552 800-2262606 TX	13.79
6/07	6/07	SZTCX0*0	CAFE JOHNNY CANOE NASSAU BHS	60.66
6/08	6/08	1X509200	PERSONAL TOUCH PHARMAC GRAND BAHAMA BHS	40.00
6/13	6/13	47EMMND3	ABOVE AVERAGE SAN DIEGO CA	150.00
6/10	6/10	20VS1LMJ	CALIF PONTIAC RESTORAT 909-8846980 CA	112.33
6/26	6/26	H69091CD	AMES PERF ENGINEERING 6038764514 NH	168.00
6/26	6/26	F8200000	PAY BY PHONE SERVICE FEE	14.95
6/27	6/27	XMBMMND3	HUBBARD'S IMPALA PARTS 335-2271589 NC	86.50
7/07	7/07	XPWGR53	TA77 FIGHTING CARLSBAD CA	8.00
			FOREIGN TRANSACTION FEE*FINANCE CHARGE	1.20

CASH WHEN YOU NEED IT - It's easier than ever to get cash, up to your available Cash Advance Limit. Tear off the attached check, deposit it into your bank account, or use it like any personal check. Convenience checks access the cash advance portion of your credit line. Refer to your Card Agreement for specific finance charges.

*** CITI AADVANTAGE MILES UPDATE ***

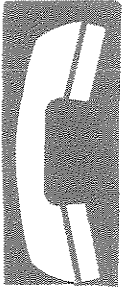
Miles Accumulated This Billing Period: 6,501
 Earned Miles: 6,501
 Miles Reported To American Airlines: 6,501

Remember, with a no-preset spending limit you now have more financial flexibility, but you MUST PAY IN FULL any charges over the revolving credit line indicated.

Your Card provides the convenience of transacting in foreign currencies worldwide wherever MasterCard is accepted without having to exchange and carry more foreign currency than you need for your transaction. Each purchase you make in a foreign currency is subject to a one-time transaction fee. The Annual Percentage Rate for Standard Purchases shown on this statement applies only to purchases made in a foreign currency.

Please see enclosed privacy notice for important information.

JRT 2008-Q-0091



PAYPHONE TELECOM
PROVEEDOR SERVICIO TELEFONOS PUBLICOS
JRTPR CERTIFICACION # 0064
Cond.River Park K-103
Calle Santa Cruz # 10
Bayamon PR 00961
Tel.(787) 374-0777
Fax (787) 778-3774
E-Mail paytelecom@prtc.net

QUERELLANTE

08-14-08
JRTPR PRESIDENTE
Lic. Miguel Reyes Davila

JUNTA
REGAMENTADORA
DE TELECOMUNICACIONES
DE PR
2008 AUG 15 AM 11:17
OFIC. DE SECRETARIA

Saludo:

Por medio de esta querella, yo el; SR. Victor Rodriguez querellante y (PSP) proveedor servicio de teléfonos públicos o payphone service provider Certificación # 0064 de la JRTPR comerciante registrado # 0004697-0018 del Dept. de Hacienda, propietario de D/B/A Payphone Telecom con una ruta actual de 44 teléfonos públicos operando desde el 2000.

QUERELLADO

Sr. Andres Romero Cert. JRTPR # 0225
Phoneworks , Inc. D/B/A Choictel Acquisition , Inc.
& Telefonos Publicos De Puerto Rico
18 Ave Jose A. Santana Suite 5
Carolina PR 00979 Tel. 253-1280

Estoy sometiendo esta querella ante usted como presidente de la junta para que tenga información y conocimiento sobre varias practicas anti-competitiva presentadas verbalmente ante mi persona por el Sr. Andres Romero y su socio en la fecha de Julio 29, 2008 11:am en su oficina en Carolina. Inicialmente recibí una llamada telefónica el 17 de Julio 2008 de parte del Sr Romero con una oferta de comprar mi compañía de teléfonos públicos y que de no vender rapido los teléfonos serían removidos pronto.

CONTINUACION:

Despues de una breve negociaci6n verbal donde me hacen una oferta para comprar que yo rechazo y les indico que no me interesa vender. En este momento el Sr. Romero y su socio me indican verbalmente que su intenci6n y proposito es eliminar la competencia de todas las otras compa1ias existentes porque ellos tienen contratos exclusivos con casi todos los municipios donde ellos tienen que pagar por estos contratos y les da el derecho atraves de los municipios remover telefonos p6blicos existentes de otras compa1ias independientemente si estan ubicados en locales o terrenos privados que no tienen nada que ver con la judiri6n del municipio.

Mi querella sobre este asunto Sr. Presidente es que se investigue esta practica anti-competitiva de intimidar verbalmente a mi compa1ia a y a otras, porque es mas grande o porque tiene mas recursos economicos. Mi certificaci6n ortogada por la junta es tan valida como la de ellos y no esta por encima de otras compa1ias. Estamos a la par y en el mismo negocio con los mismos retos y compitiendo. Tengo los mismos derechos que ellos de colocar telefonos p6blicos en ubicaciones privadas hacer contratos, firmar cartas de representaci6n de la PRTC. (LOA) Letter Of Agency. Por otro lado pago comisi6nes a estos proveedores de ubicaci6n , rindo panillas estatal , federal , de negocios. Los proveedores de ubicaci6n pagan patentes a los municipios y el crim.

Entiendo que el derecho de manteren mi negocio de telefonos p6blicos existente asi como el derecho de otras compa1ias de existir esta amparada en las ley # 213 y los reglamentos de la junta que estan por encima de un contrato municipal con una compa1ia en particular. La ley # 213 prohíbe los monopolios en PR. Ademas el reglamento # 6400 prohíbe la imposici6n de proveedores de telefonos p6blicos sustituir el servicio sin autorizaci6n valida de un proveedor de una ubicaci6n o LP Location Provider que este ubicado en un local, negocio, o terreno privado. Ademas esta cubierto por un contrato legitimo y vigente que esta firmado por ambas partes.

En mi opini6n el reglamento de telefonos p6blicos debe ser revisado y emendado para prohibir la practica de una compa1ia, tratar de establecer parametros para conseguir ventajas de ubicaciones sobre otras compa1ias ya existentes , cuando hacen contratos con los municipios a cambio de tratar de eliminar la competencia que ya tienen sus telefonos p6blicos colocados y establecidos. Espero su respuesta a esta querella lo m1s pronto posible. Gracias.

Atentamente



Victor Rodriguez (Propetario)
Payphone Telecom Cert. # 0064



ESTADO LIBRE ASOCIADO DE PUERTO RICO

OFICINA DEL CONTRALOR

Busquedas | Estadísticas | Oficina del Contralor | Ayuda

Estatus: Vigencia Vencida

CERTIFICACIÓN

Año

Fiscal: 2007

Código de Entidad:	4065					
	Municipio de San Juan					
Número de Contrato:	2007-000054	Enmienda:				
Fecha de Otorgamiento (dd/mm/aa):	7/5/2006					
Cuantía Total:	\$30.000.00					
Cuentas	<table><tr><td>Núm. de Cuenta</td></tr><tr><td>1000.XX.25.01.00.00.1306.0000</td></tr></table>		Núm. de Cuenta	1000.XX.25.01.00.00.1306.0000		
Núm. de Cuenta						
1000.XX.25.01.00.00.1306.0000						
Código del Tipo de Contrato:	SERVICIOS LEGALES					
Exento:	No Exento					
Orden (Aprobación o dispensa de algún organismo del Gobierno):						
Vigencia desde (dd/mm/aa):	7/1/2006					
Vigencia hasta (dd/mm/aa):	12/31/2006					
Seguro Social Personal o Patronal:	XXX-XX-XXXX					
Contratista(s):	<table><tr><th>Seguro Social</th><th>Nombre</th></tr><tr><td>XXX-XX-XXXX</td><td>MELINDA ROMERO DONNELLY</td></tr></table>		Seguro Social	Nombre	XXX-XX-XXXX	MELINDA ROMERO DONNELLY
Seguro Social	Nombre					
XXX-XX-XXXX	MELINDA ROMERO DONNELLY					
Representante(s) de la(s) Entidad(es) Gubernamental (es)	Disponible en Certificación Firmada					
En (ciudad)	Disponible en Certificación Firmada					
hoy (dd/mm/aa)	7/5/2006					
	Otorgado en Puerto Rico					
	En (ciudad)					
	En (fecha)					
Nombre de Documentos	4065-2007-000054-0.doc					

Puerto Rico

A

10	2008-000281		MELINDA K. ROMERO DONNELLY	6/30/2008	7/1/2008	12/31/2008	\$36,000.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	2000	
10	2005-000313	A	MELINDA K. ROMERO DONNELLY	3/1/2005	3/1/2005	6/30/2005	\$0.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	2000	
10	2006-000146		MELINDA K. ROMERO DONNELLY	7/1/2005	7/1/2005	6/30/2006	\$36,000.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	2000	
10	2006-000146	A	MELINDA K. ROMERO DONNELLY	8/18/2005	8/18/2005	6/30/2006	\$16,500.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	2000	
10	2007-000032		MELINDA K. ROMERO DONNELLY	7/7/2006	7/7/2006	6/30/2007	\$51,000.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	2000	
	2005-000069		MELINDA L. CINTRON SOLIS	10/26/2004	10/25/2004	9/30/2005	\$28,687.50	SERVICIO DE ADIESTRAMIENTO U ORIENTACION	3252	
	2005-000069	Z	MELINDA L. CINTRON SOLIS	5/31/2005	5/31/2005	9/30/2005	\$0.00	RESCISION DE CONTRATOS	2252	
	2008-000010		MELINDA NIEVES RODRIGUEZ	7/1/2008	7/1/2008	7/1/2013	\$3,000.00	OFRECER INMUEBLE EN ALQUILER	4049	
	2008-000052		MELINDA NIEVES RODRIGUEZ	8/30/2007	8/30/2007	6/30/2008	\$550.00	OBTENER INMUEBLES	4049	
	2006-000266		MELINDA RUINA GONZALEZ	6/5/2006	6/5/2006	6/4/2011	\$5,300.00	OFRECER INMUEBLE EN ALQUILER	5000	
	2004-000434	B	MELINDA ROMAN BERNANDEZ	3/23/2004	4/1/2004	8/31/2004	\$7,500.00	SERVICIO DE ADIESTRAMIENTO U ORIENTACION	3053	
*	2007-000054		MELINDA ROMERO DONNELLY	7/5/2006	7/1/2006	12/31/2006	\$30,000.00	SERVICIOS LEGALES	4065	1
*	2006-001245		MELINDA ROMERO DONNELLY	3/28/2006	3/1/2006	6/30/2006	\$20,000.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	4065	
*	2007-000054	A	MELINDA ROMERO DONNELLY	12/20/2006	1/1/2007	6/30/2007	\$30,000.00	SERVICIOS LEGALES	4065	1
*	2008-000020		MELINDA ROMERO DONNELLY	7/2/2007	7/1/2007	12/31/2007	\$30,000.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	4065	1
*	2008-000020	A	MELINDA ROMERO DONNELLY	12/14/2007	1/1/2008	6/30/2008	\$30,000.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	4065	1
*	2009-000030		MELINDA ROMERO DONNELLY	7/2/2006	7/1/2008	12/31/2008	\$30,000.00	SERVICIOS DE CONSULTORIA ADMINISTRATIVA	4065	1
	2007-000203		MELINDA VELEZ VENTURA	10/6/2006	10/15/2006	10/15/2006	\$50.00	OFRECER INMUEBLE EN ALQUILER	4006	
	2005-000846		MELINDA ZAMBRANA SANCHEZ	3/16/2005	3/17/2005	6/30/2005	\$1,425.00	SERVICIOS PERSONALES NO PROFESIONALES	4022	
	2009-000560		ROMAN QUILES EMELINDA	10/3/2005	10/3/2005	12/31/2005	\$2,511.00	COMPRA DE EQUIPO Y VEHICULOS	4067	
	2006-000548		ROMAN QUILES EMELINDA	1/3/2006	1/3/2006	6/30/2006	\$5,118.00	SERVICIOS PERSONALES NO PROFESIONALES	4067	
	2007-000814		ROMAN QUILES EMELINDA	3/16/2007	3/16/2007	9/15/2007	\$6,606.00	SERVICIOS PERSONALES NO PROFESIONALES	4067	10
	2007-000285	Z	ROMAN QUILES EMELINDA	3/15/2007	3/15/2007	3/15/2007	\$0.00	RESCISION DE CONTRATOS	4067	10
	2007-000095		ROMAN QUILES EMELINDA	7/1/2006	7/1/2006	7/31/2006	\$618.00	SERVICIOS PERSONALES NO PROFESIONALES	4067	
123										

M.S.J.

ENTIDAD DEL MUN. SAN JUAN = 4065

INFORME LABOR REALIZADA,

SOBRE \$170,000.00 EN HONORARIOS ADOA.